



Permit # _____

Date issued _____

Staff initials _____

Acknowledgment and Waiver of Liability

READ BEFORE SIGNING: All users of the Skate Pavillion must review and sign this form as a condition of use of the facility. If you are under the age of 18, your parent or legal guardian must also sign this waiver. A helmet decal issued by Winchester Parks and Recreation Department ("WPRD") will be issued upon proper execution of this document and must be placed on the user's helmet and worn at all times during use of the facility.

Name _____ Age _____
Last First Middle

Address _____

City _____ State _____ Zip _____ Date of Birth _____

Home Phone _____ Work Phone _____ Cell Phone _____

Emergency Contact _____ Phone _____

By signing this document, I hereby acknowledge that I have reviewed, fully understand, and at all times will comply with all laws and Rules and Regulations pertaining to the use of WPRD facilities including but not limited to the Rules and Regulations of the Winchester Skate Pavilion. I UNDERSTAND THAT I AM USING THIS FACILITY ENTIRELY AT MY OWN RISK AND ACCEPT ALL RESPONSIBILITIES FOR ANY INJURIES OR DAMAGES WHICH MAY BE SUFFERED AS A CONSEQUENCE OF SAID USE.

I agree and hereby acknowledge that the City of Winchester, Winchester Parks and Recreation Department (WPRD) and any employees, agents, or assigns of either of the foregoing entities are hereby released and held harmless for any and all damages, injuries, or claims (including but not limited to attorney's fees) that I may cause or suffer as a result of my use of the facility. I further agree to indemnify and hold the foregoing entities and persons harmless for and all damages, injuries, or claims (including but not limited to attorney's fees) that I may cause or which may be suffered as a result of any act or omission committed by me during my use of the facility.

I further certify that, to the best of my knowledge, I am in proper physical condition for this activity, have no physical, mental, or emotional condition which might be aggravated by this activity, which might in any way inconvenience or endanger staff or other participants, or which might impair my ability my ability to participate in and withstand all possible skateboarding/skating activity.

I understand that both experienced and inexperienced skateboarders/skaters may use this facility, and I acknowledge and understand that there are risks and dangers inherent in skateboarding/skating, and that serious injury, disability, paralysis, or death may result from my use of this facility. With full knowledge, comprehension, and understanding of these dangers, I voluntarily accept and assume all risks involved with the use of this facility and agree I will wear all appropriate safety equipment and that I will use only equipment that is appropriate for my size and skill level. I will use this facility responsibly to avoid injury to myself and others.

In case of emergency, I authorize the Winchester Parks and Recreation Department, Winchester Police Department, or Winchester Fire and Rescue Department personnel to administer first aid treatment, to secure the services of a physician, to transport me to an emergency facility for treatment, all at my expense, and to try to notify my contact person in the event that I am incapacitated or otherwise unable to do so.

No medical insurance or insurance coverage of any kind is provided by the City of Winchester. The City of Winchester strongly recommends that each participant have some type of accident medical insurance for his/her protection. I agree to pay any and all attorney's fees and costs incurred by the Winchester Parks and Recreation Department arising from any claim made or action brought against the City of Winchester, it's independent contractors and their representatives, employees or volunteers, if any action or any claim is initiated arising out of any matter covered by this release. This agreement shall be effective and binding upon heirs, agents, personal representatives and assigns.

I further acknowledge and understand that the City of Winchester and WPRD may revoke my permission to use this or any park facilities at any time with or without cause including but not limited to the failure to comply with any and all WPRD Rules and Regulations.

Participant's Signature

Printed Name

Date

For the participants under the age of 18:

I certify that I am the parent and/or the legal guardian of _____, and that I have read, understand, and agree to the above statements and conditions and consent on behalf of the foregoing minor participant to their use of the Skate Park facilities under the foregoing terms. I have signed this document signifying my agreement and consent. I expressly agree to waive and hold the City of Winchester, WPRD and any employees, agents, and assigns of the foregoing entities harmless for and all damages, injuries, or claims (including but not limited to attorney's fees) that may be caused or which may be suffered as a result of any act or omission committed by said minor participant during their use of the facility.

Parent/Guardian's Signature

Printed Name

Date